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5 UNITED STATES DISTRICT COURT  
6 EASTERN DISTRICT OF WASHINGTON

7 BERYL ANN WRIGHT,

8 Plaintiff,

9 v.

10 JP MORGAN CHASE BANK NA; MTGLQ  
11 INVESTORS LP; SHELLPOINT MORTGAGE  
12 SERVICING LLP; and FEDERAL  
13 NATIONAL MORTGAGE ASSOCIATION,

14 Defendants.

No. 4:16-CV-5155-EFS

**ORDER DENYING PLAINTIFF'S  
CONSTRUED MOTION FOR  
RECONSIDERATION AND GRANTING  
DEFENDANTS' MOTIONS TO DISMISS**

15 Before the Court, without oral argument, are a Motion to Dismiss  
16 for Failure to State a Claim by Defendant Federal National Mortgage  
17 Association, ECF No. 16, and a Motion to Dismiss for Failure to State  
18 a Claim, ECF No. 9, brought by Defendant JP Morgan Chase Bank (Chase),  
19 in which Defendants MTGLQ Investors (MTGLQ) and Shellpoint Mortgage  
20 Servicing (Shellpoint) have moved to join, ECF No. 10. For the reasons  
21 set forth below, the Court grants these motions.

22 Also before the Court is Plaintiff Beryl Ann Wright's Motion for  
23 Leave to File Supplemental Amended Complaint, ECF No. 68, and related  
24 Motion to Expedite, ECF No. 75. The Court construes the Motion for  
25 Leave to File Supplemental Complaint as a Motion for Reconsideration  
26 of the Court's Order denying Ms. Wright's Motion to Amend, see ECF

1 Nos. 36 & 56. The Court grants the motion to expedite, as the  
2 Defendants have already responded and the resolution of the motion to  
3 reconsider affects the dispositive motions addressed by this order. As  
4 explained below, the Court denies Ms. Wright's motion to reconsider  
5 the order denying her motion to amend.

## 6 **I. Joinder**

7  
8 Defendants MTGLQ and Shellpoint have filed a notice of joinder  
9 in Chase's Motion to Dismiss. ECF No. 10. MTGLQ and Shellpoint assert  
10 that Plaintiff's "allegations against Defendants and the Moving Party  
11 are substantively identical and are principally based on alleged  
12 rescission of the loan at issue," and that the motion therefore  
13 "applies equally to Defendant[s]." ECF No. 10 at 2. Based on the facts  
14 alleged in the Complaint, Chase assigned its interest in the mortgage  
15 at issue in this case to MTGLQ and Shellpoint, making the interests of  
16 MTGLQ and Shellpoint derivative of the interest held by Chase.  
17 Accordingly, the Court finds that by determining whether Plaintiff  
18 states a claim against Chase, the Court will also necessarily  
19 determine in many respects whether Plaintiff states a claim against  
20 MTGLQ and Shellpoint. The Court therefore finds good cause to grant  
21 the motion to join.

## 22 **II. Background**

23 This Section is primarily based on factual allegations contained  
24 in the Complaint, ECF No. 1-1. *See Ashcroft v. Iqbal*, 129 S. Ct. 1937,  
25 1949 (2009). According to Ms. Wright, she and her son, Anthony  
26 Malveto, own a property located at 790 Smith Drive, College Place,

1 Walla Walla County, Washington. ECF No. 1-1 at 9. This property is Ms.  
2 Wright's primary dwelling. ECF No. 1-1 at 1. Defendants assert  
3 interests in the property that Ms. Wright believes are unfounded.  
4 Specifically, Defendant Chase claims to have held a beneficiary  
5 interest in the property based on the mortgage note and deed of trust  
6 for the property. ECF No. 1-1 at 3. Defendant MTGLQ claims to have a  
7 interest in the property as beneficiary as a result of an assignment  
8 by Chase. ECF No. 1-1 at 3-4. Ms. Wright contested this assignment and  
9 argues that it was "wrongful and unlawful." ECF No. 1-1 at 3-4.  
10 Defendant Shellpoint claims to be a servicer of the mortgage loan. ECF  
11 No. 1-1 at 4. Defendant Quality Loan Services Corporation of  
12 Washington (QLSCW) claims to be a trustee for MTGLQ. ECF No. 1-1 at 2.

13 On May 13, 2015, Ms. Wright and Mr. Malveto sent a notice of  
14 rescission of the mortgage note and deed of trust. ECF No. 1-1 at 3.  
15 Ms. Wright notes that the mortgage note and deed of trust were  
16 cancelled and revoked under general claims of Washington and United  
17 States Law. ECF No. 1-1 at 3-4. Chase and QLSCW continued collection  
18 efforts on the note. ECF No. 1-1 at 3. The Defendants have been  
19 engaged in foreclosure activity on Mr. Wright's property for over  
20 eight years, setting multiple trustee's sales. ECF No. 1-1 at 3-5, 11.  
21 In one instance, when a trustee's sale was discontinued, Ms. Wright  
22 notes that a Notice of Discontinuance was recorded, but states that  
23 she did not receive the notice at her home. ECF No. 1-1 at 3. Ms.  
24 Wright also indicates that she did not receive a Notice of Default  
25 prior to a trustee's sale scheduled for October 2016. ECF No. 1-1 at  
26 5.

1 **III. Motion to Reconsider Order Denying Motion to Amend**

2 Ms. Wright has filed a Motion for Leave to File a Supplemental  
3 Amended Complaint, along with a proposed amended complaint. The Court  
4 construes this motion as a motion to reconsider, as the Court denied a  
5 previous motion by Ms. Wright to amend her complaint, see ECF Nos. 36  
6 & 56. A motion for reconsideration is "appropriate if the district  
7 court (1) is presented with newly discovered evidence, (2) committed  
8 clear error or the initial decision was manifestly unjust, or (3) if  
9 there is an intervening change in controlling law." *Sch. Dist. No. 1J*  
10 *v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993). A motion for  
11 reconsideration may not be used to raise arguments or present evidence  
12 for the first time when they could reasonably have been raised earlier  
13 in the litigation. *Id.*; *Kona Enters., Inc. v. Estate of Bishop*, 229  
14 F.3d 877, 890 (9th Cir. 2000).

15 Ms. Wright argues that a supplemental complaint or an amended  
16 complaint is necessary for nine reasons: (1) discovery of new law; (2)  
17 contempt allegedly committed by Defendants related to collection  
18 activity; (3) contempt allegedly committed by Defendants related to a  
19 state court injunction; (4) the new fact of removal to federal court;  
20 (5) to "flesh out" Washington Consumer Protection Act and Deed of  
21 Trust claims and provide new case law; (6) the failure of Defendants  
22 to properly join removal; (7) to make claims against Federal National  
23 Mortgage Association and Nationwide Title Clearing, Inc.; (8) to make  
24 claims against New Penn Financial, LLC; and (9) new evidence requiring  
25 new claims. The Court addresses each reason in turn.

1 First, the discovery of new laws that could support a claim does  
2 not justify reconsideration unless the law was not available at the  
3 time of the initial motion. In this case, Ms. Wright points to no  
4 intervening change in law that would justify reconsideration. In  
5 addition, the failure to plead all possible claims would not justify  
6 the amendment of a complaint when the claims were available to a  
7 plaintiff at the time of the initial pleading. See *Acri v. Int'l Ass'n*  
8 *of Machinists*, 781 F.2d 1393, 1398 (9th Cir. 1986).

9 As to the second and third arguments, Defendants have not  
10 violated any orders issued by this Court, so any allegations of  
11 contempt are not properly before this Court. Reconsideration or  
12 amendment on these grounds would be inappropriate.

13 Fourth, removal is not a new fact that would justify  
14 reconsideration, as the case had already been removed at the time Ms.  
15 Wright filed her previous motion to amend. Removal alone is also an  
16 inappropriate basis for amendment of a complaint. Cf. *Sparta Surgical*  
17 *Corp. v. Nat'l Ass'n of Sec. Dealers Inc.*, 159 F.3d 1209, 1213 (9th  
18 Cir. 1998), *abrogated on other grounds by Merrill Lynch, Pierce,*  
19 *Fenner & Smith Inc. v. Manning*, 136 S. Ct. 1562 (2016)  
20 ("[J]urisdiction must be analyzed on the basis of the pleadings filed  
21 at the time of removal without reference to subsequent amendments.").

22 Fifth, Ms. Wright's desire to expand on arguments previously  
23 pleaded does not meet the standard for reconsideration. In addition,  
24 this is not an appropriate basis for amendment of a complaint, as a  
25 plaintiff can clarify and expand on claims made in the complaint in  
26 subsequent pleadings, as Ms. Wright has done in this case. The Court

1 also finds that Ms. Wright's new allegations would be futile. She  
2 argues that no loan was actually made based on the mortgage documents.  
3 Ms. Wright also claims that the deed of trust incorrectly indicates  
4 that the property is not primarily used for agricultural purposes,  
5 that the property is not accurately described, that the term  
6 "principal residence" is vague, that the term "loan" is vague, and  
7 that other defects existed in the mortgage documents. While these  
8 claims would be relevant to Ms. Wright's claims under the Washington  
9 Deed of Trust Act and the Washington Consumer Protection Act if they  
10 had been proven and the mortgage had been invalidated, as discussed  
11 below, the Court finds that Ms. Wright does not have standing to  
12 contest the validity of the mortgage documents or the accuracy of  
13 statements made therein. Accordingly, any amendment to include such  
14 claims would be futile.

15 Sixth, the alleged failure of Defendants to join removal is not  
16 a proper basis for reconsideration because removal, and any alleged  
17 failure to join, occurred prior to Ms. Wright's original motion to  
18 amend. Failure to join removal is also not an appropriate basis for  
19 amendment of a complaint and should instead be the basis of a  
20 subsequent motion, if necessary. The Court notes that the removal  
21 consent requirement has been satisfied here, as Chase's notice of  
22 removal included an averment of the other Defendants' consent to  
23 removal and was signed by an attorney of record. ECF No. 1; see  
24 *Proctor v. Vishay Intertech. Inc.*, 584 F.3d 1208, 1225 (9th Cir.  
25 2009). At the time of removal, Federal National Mortgage Association  
26 was not named in the complaint, and its consent was therefore

unnecessary. Federal National Mortgage Association has since implied consent to removal by filing a motion to dismiss, ECF No. 16, among other things, in this Court. *See Hafiz v. Greenpoint Mortg. Funding*, 409 F. App'x 70, 71-72 (9th Cir. 2010).

As to reasons seven and eight, while Ms. Wright argues that an amended complaint is necessary to make claims against Federal National Mortgage Association, Nationwide Title Clearing, Inc., and New Penn Financial, in the proposed amended complaint, Ms. Wright does not allege any claims against these three Defendants. In fact, Federal National Mortgage Association, Nationwide Title Clearing, and New Penn Financial do not seem to be mentioned in the proposed amended complaint, apart from their appearance in the heading. In her affidavit in support of her motion, ECF No. 78, and her reply memorandum, ECF No. 79, Ms. Wright indicates that she has claims against these Defendants, but she does not identify any specific wrongdoing on the part of these Defendants. Accordingly, the Court finds that Ms. Wright has not made new claims so as to justify reconsideration or an amendment of her complaint.

Ninth, Ms. Wright argues that an amended complaint is necessary due to new evidence supporting new claims. The Court finds, however, that in her proposed amended complaint Ms. Wright does not cite to new evidence or make any claims that did not appear in her original complaint or in her previous motion to amend. Accordingly, there is no new evidence sufficient to support reconsideration of the motion to amend. In addition, for the reasons stated in the Court's prior order

1 denying motion to amend, the Court continues to find that the new  
2 claims suggested by Ms. Wright would be futile. See ECF No. 56.

3 The Court denies Ms. Wright's Motion for Leave to File a  
4 Supplemental Amended Complaint, ECF No. 68.

5  
6 **IV. Failure to State a Claim**

7 Defendant Federal National Mortgage Association argues that Ms.  
8 Wright fails to state a claim against it because Ms. Wright does not  
9 assert any claims against Federal National Mortgage Association and  
10 Federal National Mortgage Association no longer has an interest in Ms.  
11 Wright's property.

12 Defendant Chase argues that Ms. Wright fails to state a claim  
13 upon which relief can be granted because: (1) she lacks standing to  
14 bring her claim; (2) Washington Consumer Protection Act claims are  
15 barred by res judicata; (3) the TILA claim fails; and (4) the  
16 injunction claim fails; (5) Washington Consumer Protection Act claims  
17 fail.

18 The Court addresses each of these arguments below and finds good  
19 cause to grant the motions to dismiss.

20 **A. Judicial Notice**

21 As an initial matter, although a court generally cannot consider  
22 evidence outside of the complaint when adjudicating a motion to  
23 dismiss for failure to state a claim, exceptions exist for documents  
24 when "authenticity is not contested and the plaintiff's complaint  
25 necessarily relies on them," as well as for documents that are  
26 appropriate for judicial notice. *Lee v. City of L.A.*, 350 F.3d 668,



1 688-89 (9th Cir. 2001); see also *United States v. Ritchie*, 342 F.3d  
2 903, 908 (9th Cir. 2003). Defendant Chase asks the Court to take  
3 judicial notice of nine documents:

- 4 • Mortgage Note executed by Anthony Malveto,
- 5 • Deed of Trust executed by Anthony Malveto,
- 6 • Chase Purchase and Assumption Agreement in which  
Chase assumed Washington Mutual's assets,
- 7 • Ms. Wright's two complaints filed in a 2013 action in  
state court,
- 8 • State court judgment in the 2013 action,
- 9 • Ms. Wright's recorded notice of rescission, and
- Two recorded notices of discontinuance of trustee's  
sale.

10 Ms. Wright has not objected to this request.

11 The Court finds that Ms. Wright's Complaint necessarily relies  
12 on the Mortgage Note and Deed of Trust, as well as the recorded notice  
13 of rescission, as Ms. Wright claims that the note and deed are invalid  
14 in part based on their terms and also argues that the note and deed  
15 have been rescinded. Consideration of these documents would therefore  
16 be appropriate. In addition, apart from the Purchase and Assumption  
17 Agreement, all of these documents are official court filings or  
18 publically recorded documents. The Purchase and Assumption Agreement,  
19 while not a recorded document, is available through the Federal  
20 Deposit Insurance Corporation. Accordingly, the Court finds that the  
21 nine documents are appropriate for judicial notice, and may therefore  
22 be considered in deciding the motions to dismiss, because they are  
23 readily available from reliable sources and their accuracy is not  
24 subject to question. See Fed. R. Evid. 201.

1           **B.     Standard**

2           Dismissal is appropriate under Federal Rule of Civil Procedure  
3 12(b)(6) if the complaint fails to "state a claim upon which relief  
4 can be granted." Rule 8 requires that a "claim for relief" contain "a  
5 short and plain statement of the claim showing that the pleader is  
6 entitled to relief." Fed. R. Civ. P. 8(a)(2). In assessing whether  
7 Rule 8(a)(2) is satisfied, the Court first identifies the elements of  
8 the asserted claim based on statute or case law. *Iqbal*, 129 S. Ct. at  
9 1949. The Court then identifies the complaint's factual allegations  
10 and the legal conclusions. The Court accepts any factual allegations  
11 as true and disregards the legal conclusions. *Id.* Then, assuming the  
12 veracity of the complaint's factual allegations, the Court determines  
13 whether they plausibly indicate entitlement to relief. *Id.*

14           "A claim has facial plausibility when the plaintiff pleads  
15 factual content that allows the court to draw the reasonable inference  
16 that the defendant is liable for the misconduct alleged." *Id.* (citing  
17 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007)). "The  
18 plausibility standard is not akin to a 'probability requirement,' but  
19 it asks for more than a sheer possibility that a defendant" has acted  
20 in the manner alleged by the plaintiff. *Id.* (quoting *Twombly*, 550 U.S.  
21 at 556). "Where a complaint pleads facts that are merely consistent  
22 with a defendant's liability, it stops short of the line between  
23 possibility and plausibility of entitlement to relief." *Id.* (internal  
24 quotation marks omitted). Detailed factual allegations are not  
25 required, but "[t]hreadbare recitals of the elements of a cause of  
26

1 action, supported by mere conclusory statements, do not suffice." *Id.*  
2 (citing *Twombly*, 550 U.S. at 555).

3 As explained above, when ruling on a motion to dismiss for  
4 failure to state a claim, if a district court considers evidence  
5 outside the pleadings, it must normally convert the 12(b)(6) motion  
6 into a Rule 56 motion for summary judgment. *Ritchie*, 342 F.3d at 907-  
7 08. A court may, however, consider documents attached to the  
8 complaint, documents incorporated by reference in the complaint, or  
9 matters of judicial notice without converting the motion to dismiss  
10 into a motion for summary judgment. *Id.* at 908.

11 **C. Federal National Mortgage Association's Motion to Dismiss**

12 Federal National Mortgage Association argues that Ms. Wright's  
13 complaint should be dismissed due to failure to state a claim because  
14 Ms. Wright only mentions the Association twice in the Complaint and  
15 does not plead any claims against Federal National Mortgage  
16 Association. ECF No. 16. Ms. Wright responds that dismissal would be  
17 inappropriate because Federal National Mortgage Association is a  
18 "necessary party in this case," ECF No. 57 at 5, and was the owner or  
19 beneficiary of the mortgage note that is the basis of Ms. Wright's  
20 claims, ECF No. 57 at 7. Ms. Wright also argues that Federal National  
21 Mortgage Association and/or its employees may have committed some  
22 "wrongdoing." ECF No. 57 at 7. Ms. Wright requests "judgement [sic]  
23 against defendant Fnma for whatever wrongdoing can be lawfully  
24 attributed to it and/or its agents or employees acting within the  
25 scope of their employment." In reply, Federal National Mortgage  
26 Association notes that its only connection to the loan was that it was

1 an investor at one point, but that it has divested its interest and  
2 has no current stake in the loan. ECF No. 65 at 2. Federal National  
3 Mortgage Association also notes that it has never been involved in  
4 foreclosure proceedings involving Ms. Wright's property. ECF No. 65 at  
5 1-2.

6 The Court finds that dismissal of Ms. Wright's complaint as to  
7 Federal National Mortgage Association is appropriate due to Ms.  
8 Wright's failure to state a claim against the Association. Ms. Wright  
9 does not allege any specific wrongdoing on the part of Federal  
10 National Mortgage Association and points to no facts suggesting  
11 wrongdoing, apart from the fact that the Association was an investor  
12 in the loan at one time. The collection and foreclosure activities  
13 involving Ms. Wright and her property are the source of her claims,  
14 and the Federal National Mortgage Association does not appear as a  
15 party on any of the foreclosure documents of which the Court has taken  
16 judicial notice. The Rule 8 pleading standard has not been satisfied,  
17 as Ms. Wright has not alleged any facts that, if true, would entitle  
18 her to relief from Federal National Mortgage Association. Ms. Wright  
19 has also failed to satisfy the pleading standard as articulated in  
20 *Iqbal*, as the Court can draw no inference that Federal National  
21 Mortgage Association is liable based on the information in the  
22 complaint. The Court therefore grants Federal National Mortgage  
23 Association's Motion to Dismiss, ECF No. 16.

24 **D. Chase's Motion to Dismiss**

25 The Court now turns to Chase's Motion to Dismiss and addresses  
26 each of Chase's arguments in turn.

1                   **1.     Standing**

2           First, Chase argues that Plaintiff does not have standing  
3 because she is not the party named in the mortgage documents. The  
4 Court addressed this argument in its Order Denying Plaintiff's Motion  
5 to Remand. See ECF No. 30. The Court incorporates that discussion here  
6 and finds that Plaintiff does have standing to contest the foreclosure  
7 on her property. Ms. Wright has also presented additional evidence to  
8 the Court indicating that she has an ownership interest in the  
9 property at issue, ECF No. 36-1, and this evidence strengthens the  
10 Court's previous finding that Ms. Wright has standing to contest  
11 foreclosure.

12           The Court finds, however, as indicated in its prior order, that  
13 Ms. Wright does not have standing to bring a Truth in Lending Act  
14 (TILA) claim or challenge the validity of the mortgage itself because  
15 she was not a party to that agreement. See *In re Crevier*, 820 F.2d  
16 1553, 1555 (9th Cir. 1987) (citing the "judicially imposed prudential  
17 rule of standing that bars a litigant from asserting the rights of  
18 others"). Ms. Wright does not have prudential standing to challenge  
19 the terms or enforceability of the mortgage agreement. Any such claims  
20 can be brought only by Anthony Malveto as he is the mortgagor named in  
21 the documents. Accordingly, Ms. Wright's claims are limited to those  
22 regarding the lawfulness of foreclosure. See *Gibson v. PNC Bank Nat'l*  
23 *Assoc.*, 2016 WL 7131518, at \*1 (9th Cir. Dec. 7, 2016) (unpublished)  
24 ("[Plaintiff] has standing to challenge the foreclosure and sale based  
25 on the property interest he acquired via his quitclaim deed."  
26 (internal citation omitted)).

1                   **2. Collateral Estoppel**

2           Defendants argue that any claims under the Washington Consumer  
3 Protection Act (WCPA) are barred as res judicata based on a prior  
4 lawsuit that Ms. Wright brought against Chase in 2013. The Court has  
5 taken judicial notice of Ms. Wright's complaints and the Walla Walla  
6 County Superior Court's judgment in the 2013 action, see ECF Nos. 9-4,  
7 9-5 & 9-6, and now finds that Ms. Wright's WCPA claims against Chase  
8 in this lawsuit are barred as res judicata.

9           The Court looks to Washington's law regarding res judicata  
10 because a federal court considering whether an argument is precluded  
11 based on a prior state court judgment must look to state preclusion  
12 law. *McInnes v. California*, 943 F.2d 1088, 1092-93 (9th Cir. 1991);  
13 see also *W. Coast Theater Corp. v. City of Portland*, 897 F.2d 1519,  
14 1525 (9th Cir. 1990) ("[A] federal court must give to a state court  
15 judgment the same preclusive effect as would be given that judgment  
16 under the law of the state in which the judgment was rendered."). Res  
17 judicata consists of two types of preclusion: issue preclusion and  
18 claim preclusion.

19           Under Washington law, claim preclusion requires a final judgment  
20 on the merits in the prior suit and "sameness of subject matter, cause  
21 of action, people and parties, and 'the quality of the persons for or  
22 against whom the claim is made.'" *Hisle v. Todd Pac. Shipyards Corp.*,  
23 93 P.3d 108, 114-15 (Wash. 2004) (en banc) (quoting *Rains v. State*,  
24 674 P.2d 165, 168 (1983)). Claim preclusion applies "not only to  
25 points upon which the court was actually required by the parties to  
26 form an opinion and pronounce a judgment, but to every point which

1 properly belonged to the subject of litigation, and which the parties,  
2 exercising reasonable diligence, might have brought forward at the  
3 time." *Hisle*, 93 P.3d at 114 (en banc) (quoting *Schoeman v. N.Y. Life*  
4 *Ins. Co.*, 726 P.2d 1, 3 (Wash. 1986)).

5 Issue preclusion "prevents the relitigation of an issue or  
6 determination of fact after the party sought to be estopped has had a  
7 full and fair opportunity to present his or her case." *Lutheran Day*  
8 *Care v. Snohomish Cty.*, 829 P.2d 746, 757 (Wash. 1992) (en banc).  
9 Washington issue preclusion requires the party seeking preclusion to  
10 establish that:

11 (1) the issue decided in the earlier proceeding was  
12 identical to the issue presented in the later proceeding,  
13 (2) the earlier proceeding ended in a judgment on the  
14 merits, (3) the party against whom collateral estoppel is  
15 asserted was a party to, or in privity with a party to, the  
earlier proceeding, and (4) application of collateral  
estoppel does not work an injustice on the party against  
whom it is applied.

16 *Christensen v. Grant Cty. Hosp. Dist. No. 1*, 96 P.3d 957, 961 (Wash.  
17 2004) (en banc). The fourth element requires that the precluded party  
18 "had a full and fair opportunity to litigate the issue in the first  
19 forum." *Id.* at 962.

20 In the 2013 case, Ms. Wright and Mr. Malveto filed two  
21 complaints, ECF Nos. 9-4, 9-5, in which they alleged claims similar to  
22 the claims Ms. Wright's brings in this case that the Court has  
23 construed as being brought under the WCPA. In the 2013 lawsuit, Ms.  
24 Wright alleged that there was no meeting of the minds, no legal  
25 consideration, and no mutual agreement underlying the mortgage  
26 agreement. ECF No. 9-4 at 6. In the second 2013 complaint, Ms. Wright

1 also expressly invoked the WCPA and argued that the defendants had  
2 violated that statute due to their efforts to acquire the property "by  
3 unconscionable and deceptive methods," ECF No. 9-5 at 7, and by  
4 "falsifying public records," ECF No. 9-5 at 25. Ms. Wright also  
5 alleged that Chase had not provided evidence of ownership of the  
6 mortgage note, ECF Nos. 9-4 at 4 & 9-5 at 3, and that the attempts at  
7 foreclosure involved "deceptive and unfair acts and practices," ECF  
8 No. 9-4 at 6. Ms. Wright requested declaratory relief in the form of a  
9 judgment stating that the defendants to the 2013 action had no right  
10 to the property. ECF No. 9-4 at 7-8; ECF No. 9-5 at 10. The Walla  
11 Walla County Superior Court granted Chase's motion for summary  
12 judgment in the 2013 lawsuit, finding that there was "no disputed  
13 issue of material fact and Chase [was] entitled to judgment as a  
14 matter of law." ECF No. 9-6. That judgment is a final judgment  
15 carrying preclusive effect.

16 Ms. Wright does not expressly address Chase's claim that res  
17 judicata applies to this case. She has provided no argument as to how  
18 the claims in this lawsuit differ from the claims in her 2013 lawsuit.  
19 In addition, Ms. Wright notes that these foreclosure activities have  
20 been going on for eight years and does not distinguish between current  
21 and prior foreclosure attempts. ECF No. 1-1 at 11; ECF No. 28 at 12.  
22 (referencing "[t]he past, continuing and ongoing efforts by these  
23 Defendants").

24 Regarding claim preclusion, the Court must analyze whether the  
25 subject matter, cause of action, people and parties, and quality of  
26 the precluded person are the same in the 2013 litigation and the



1 matter currently before the Court. The Court finds that the subject  
2 matter is the same – Ms. Wright was contesting Chase’s interest in her  
3 property and attempting to prevent foreclosure. The Court also finds  
4 that, in some respects, the cause of action is the same. In both  
5 cases, Ms. Wright brought contract claims that could be construed as  
6 claims under the WCPA. The people and the parties are the same in  
7 part, as Ms. Wright and Chase were both parties in the 2013 suit.  
8 Finally, the Court finds that the quality of the precluded person, Ms.  
9 Wright, is the same in both lawsuits, as Ms. Wright is in  
10 substantially the same position as she was in the 2013 lawsuit.  
11 Accordingly, the Court finds that claim preclusion bars the WCPA  
12 claims brought against Chase.

13 In evaluating issue preclusion, the Court analyzes whether the  
14 issue was the same, whether the issue was necessary to the judgment,  
15 whether the precluded party was a party to the prior lawsuit, and  
16 whether issue preclusion would be unjust. The Court finds that many of  
17 the issues in the 2013 lawsuit are the same issues presented here,  
18 including the ultimate question of whether Chase was authorized to  
19 foreclose on the property in 2013. The Court also finds that these  
20 issues were essential to the 2013 judgment, as the Walla Walla  
21 Superior Court necessarily found that Ms. Wright did not present  
22 evidence demonstrating that the foreclosure was unlawful. The Court  
23 also finds that the precluded party, Ms. Wright, was a part to the  
24 earlier proceeding. Finally, the Court finds that application of issue  
25 preclusion would not cause injustice because Ms. Wright had a fair  
26 opportunity to litigate her claims in the Walla Walla County Superior

1 Court. In fact, allowing Ms. Wright to proceed on these would work an  
2 injustice on Defendants by forcing them to litigate claims that have  
3 already been determined to be meritless. Accordingly, the Court finds  
4 that issue preclusion bars Ms. Wright from contesting the fact that  
5 Chase had the right to foreclose on the property in 2013.

### 6                   **3. Truth in Lending Act**

7           As explained above, the Court finds that Ms. Wright does not  
8 have standing to bring a TILA claim, as she is not a party to the  
9 mortgage agreement at issue in this case. TILA creates disclosure  
10 requirements to protect obligors. 15 U.S.C. § 1631. When those  
11 disclosure requirements are violated, an obligor has the right to  
12 rescind the transaction. 15 U.S.C. § 1635. TILA does not create  
13 obligations for creditors as to third parties, and TILA does not  
14 create a cause of action that may be employed by third parties. Thus,  
15 Ms. Wright cannot bring a claim under TILA, and to the extent she  
16 attempts to bring any such claim, it is denied for lack of standing.  
17 See *Crevier*, 820 F.2d at 1555; see also *Mashburn v. Wells Fargo Bank*,  
18 NA, 2011 WL 2940363, \*3 (W.D. Wash. July 19, 2011) ("Since Plaintiff  
19 Hayakawa was not an obligor on the loan and had no right of  
20 rescission, Plaintiff Hayakawa does not have standing to bring the  
21 present TILA claim.").

22           In contesting a foreclosure action, however, a plaintiff may ask  
23 the Court to take judicial notice of a prior TILA rescission or other  
24 legal process by which a mortgage has been invalidated, as that  
25 directly affects the validity of foreclosure. To the extent Ms. Wright  
26 asks the Court to take judicial notice of prior TILA rescission

1 attempts, the Court finds that Ms. Wright has standing to make such a  
2 request and the Court will consider the information presented.

3 Here, Ms. Wright claims that the mortgage transaction was  
4 rescinded on May 13, 2015, and the Court has taken judicial notice of  
5 the rescission notice recorded by Ms. Wright and Mr. Malveto. ECF  
6 No. 1-1 at 3; ECF No. 9-7. The Court finds, however, that this  
7 rescission was ineffective on its face, as it was untimely.

8 Under 15 U.S.C. § 1635(f): "An obligor's right of rescission  
9 shall expire three years after the date of consummation of the  
10 transaction or upon the sale of the property, whichever occurs first,  
11 notwithstanding the fact that the information and forms required under  
12 this section or any other disclosures required under this chapter have  
13 not been delivered to the obligor." There is "no federal right to  
14 rescind, defensively or otherwise, after the 3-year period of  
15 § 1635(f) has run." *Jesinoski v. Countrywide Home Loans, Inc.*, 135  
16 S. Ct. 790, 792 (2015) (quoting *Beach v. Ocwen Fed. Bank*, 523 U.S.  
17 410, 417 (1998)); see also *Miguel v. Country Funding Corp.*, 309 F.3d  
18 1161, 1164 (9th Cir. 2002) ("[S]ection 1635(f) represents an 'absolute  
19 limitation on rescission actions' which bars any claims filed more  
20 than three years after the consummation of the transaction." (quoting  
21 *King v. California*, 784 F.2d 910, 913 (9th Cir. 1986))).

22 Consummation is defined under Regulation Z as the point when the  
23 borrower becomes contractually obligated on the loan. 12 C.F.R.  
24 § 226(a)(13). The Ninth Circuit has explained that when a borrower is  
25 contractually obligated is defined by state law. *Jackson v. Grant*, 890  
26 F.2d 118, 120 (9th Cir. 1989). In Washington, a contract is created

1 when the essential elements of a contract, "the subject matter of the  
2 contract, the parties, the promise, the terms and conditions, and (in  
3 some but not all jurisdictions) the price or consideration," have been  
4 included in the agreement. *DePhillips v. Zolt Const. Co., Inc.*, 959  
5 P.2d 1104, 1107 (Wash. 1998).

6 The Court has taken judicial notice of the mortgage note and  
7 deed of trust, ECF Nos. 9-1 & 9-2. Those documents include Mr.  
8 Malveto's signature and a date of August 1, 2003. Ms. Wright makes  
9 various claims arguing that the mortgage documents are invalid or that  
10 consummation of the agreement did not occur. These are the types of  
11 arguments that Ms. Wright does not have standing to make. The Court  
12 declines to address the merits of Mr. Malveto's contract or rescission  
13 claims related to the mortgage agreement, as Ms. Wright is not the  
14 proper party to bring such claims. Even if Ms. Wright did have  
15 standing to make such claims, however, the Court finds that Ms. Wright  
16 argues only legal conclusions and fails to present plausible factual  
17 claims to support those conclusions.

18 Accordingly, there is no dispute that Mr. Malveto sent his  
19 notice of intent to rescind more than 11 years after executing the  
20 mortgage loan. Accordingly, the Court finds that the attempted  
21 rescission on May 13, 2015, was ineffective and failed to invalidate  
22 the mortgage transaction.

#### 23 4. Injunction

24 Ms. Wright presents her first cause of action as a claim for an  
25 injunction, and Defendants argue that injunctive relief is not a  
26 claim, but a remedy. Because Ms. Wright is pro se, however, the Court

1 will construe her complaint liberally. See *Erickson v. Pardus*, 551  
2 U.S. 89, 94 (2007); *Eldridge v. Block*, 832 F.2d 1132, 1137 (9th Cir.  
3 1987) (per curiam). The Washington Deed of Trust Act (WDTA), creates a  
4 cause of action for an injunction to restrain the sale of a foreclosed  
5 home based on "any proper legal or equitable ground." RCW  
6 61.24.130(1); *Plein v. Lackey*, 67 P.3d 1061, 1066 (Wash. 2003) (en  
7 banc). Although Plaintiff does not cite to WDTA as the source of her  
8 cause of action, she does cite to the statute in her complaint. ECF  
9 No. 1-1 at 10, 12. Accordingly, the Court will assume that Ms.  
10 Wright's injunction claim is based on the cause of action created by  
11 the WDTA.

12 Ms. Wright claims that "Chase has not validated to the owners of  
13 the homestead its claim as 'lender'" and "Chase has not validated its  
14 claim as 'lender' by public record filing with the Walla Walla County  
15 Auditor recorder's officer (deeds office)." ECF No. 1-1 at 10. Ms.  
16 Wright notes: "No record yet exists in the deeds office, or otherwise,  
17 though often requested, proving Chase ownership of the hearsay note &  
18 DT [deed of trust], nor does it exist anywhere to establish a tangible  
19 fact or intangible right of Chase ownership of the hearsay debt." ECF  
20 No. 1-1 at 11. As explained above, these claims are barred as res  
21 judicata because the 2013 case resulted in a preclusive finding that  
22 Chase has the right to foreclose on the property in 2013.

23 Ms. Wright similarly claims that "MTGLQ has not validated to the  
24 owners of the homestead its claim as 'lender'" and "MTGLQ's claim as  
25 'lender' is not validated in the deeds office public record." ECF  
26 No. 1-1 at 10. Plaintiff also claims that Defendants violated the WDTA

1 because "[t]he deeds office online record shows Notice of  
2 Discontinuance (ND) recorded by QLSCW on 1/5/2016. That ND was not  
3 received at the homestead. Failure to notify interested parties is a  
4 violation of RCW 61.24 Dead of Trust Act." ECF No. 1-1 at 10.  
5 Plaintiff contests Chase's assignment of the loan to MTGLQ: "In  
6 attempting to confirm the alleged 'assignment' announced in the NA  
7 [Notice of Assignment] the online record and a phone call to the deeds  
8 office returned negatives. Checking again as I write, there still is  
9 no record of the alleged 'Assignment' from Chase to MTGLQ." ECF No. 1-  
10 1 at 11. Plaintiff also claims that "[t]he requisite Notice of Default  
11 (ND) precedent to NTS was never received at the homestead, or  
12 anywhere" and "Defendants' neglect to send a ND violates of [sic] DTA  
13 prohibiting foreclosure." ECF No. 1-1 at 12. She claims that  
14 "defendants, and each of them, wrongfully and unlawfully intend to  
15 sell plaintiff's homestead at foreclosure auction." ECF No. 1-1 at 13.  
16 She argues that "Defendants' threatened foreclosure is staged under  
17 color of law without the requisite demonstration of the legal right to  
18 pursue foreclosure on the hearsay note and deed of trust alleging to  
19 involve plaintiff's homestead." ECF No. 1-1 at 13-14.

20 As an initial matter, Chase is not responsible for foreclosure  
21 proceedings and retains no interest in the mortgage loan. In addition,  
22 any claim contesting Chase's right to foreclose on the property prior  
23 to the 2013 lawsuit is barred as res judicata. Chase does not contest  
24 that it cannot now foreclose on the loan due to its assignment to  
25 MTGLQ. Defendant Shellpoint is the servicer on the loan and also plays  
26 no role in the foreclosure process. Accordingly, Ms. Wright cannot

1 state a claim upon which relief can be granted related to foreclosure  
2 as to Chase or Shellpoint. Defendant MTGLQ is the current  
3 lender/beneficiary on the Note and Deed of Trust and is involved in  
4 the foreclosure. Still, for the reasons stated below, Plaintiff fails  
5 to state a claim under the WDTA as to MTGLQ.

6 The WDTA imposes various requirements on a creditor before a  
7 Trustee's Sale can take place. See RCW 61.24.030. Despite Ms. Wright's  
8 claims to the contrary, MTGLQ has satisfied all of those requirements.

9 First, the deed of trust contains a power of sale. ECF No. 9-2  
10 at 13.

11 Second, the deed contains a statement that the real property is  
12 not used principally for agricultural purposes. ECF No. 9-2 at 14. Ms.  
13 Wright now argues that the property is used for agricultural purposes.  
14 To the extent Ms. Wright has standing to make such an argument, which  
15 directly conflicts with the terms of the deed of trust executed by Mr.  
16 Malveto, Ms. Wright stated in her complaint that the property was her  
17 primary residence, and the Court finds that the property is therefore  
18 primarily used for residential purposes.

19 Third, in a prior state court complaint, of which the Court has  
20 taken judicial notice, Ms. Wright and Mr. Malveto stated under oath  
21 that Mr. Malveto stopped making payments on the loan in September 2011  
22 for reasons other than the loan having been satisfied, ECF No. 9-4 at  
23 3, which constitutes a default by the clear terms of the deed of  
24 trust. ECF No. 9-2 at 4. Although Ms. Wright claims that the loan has  
25 never been in default, ECF No. 1-1 at 7, any argument that the loan  
26 was not in default in 2013 is barred as res judicata based on the

1 Walla Walla Superior Court's finding in 2013 that foreclosure was  
2 lawful. Ms. Wright does not argue that payments have been made so as  
3 to restore the loan to non-default status.

4 Fourth, Plaintiff does not contend that any action has been  
5 commenced by Defendants to seek satisfaction of an obligation secured  
6 by the deed of trust, and one of the notices of trustee's Sale  
7 currently before the Court includes a statement that no such action  
8 has been commenced, ECF No. 1-1 Ex. A at 2.

9 Fifth, the deed of trust has been recorded with the Walla Walla  
10 County recorder, document number 2003-12140, and the entire parcel of  
11 land is situated in Walla Walla County. ECF No. 9-2.

12 Sixth, Plaintiff does not dispute that the trustee, QLSCW, is a  
13 Washington entity, ECF No. 1-1 at 2, and QLSCW provided a Washington  
14 address in a notice of default submitted by Ms. Wright in her prior  
15 lawsuit, and of which the Court has taken judicial notice. See ECF No.  
16 9-5 Ex. B at 137.

17 Seventh, Plaintiff has submitted with her Complaint proof that  
18 the beneficiary, MTGLQ, is the owner of the promissory note secured by  
19 the deed of trust. ECF No. 1-1 Ex. B. The fact that Chase was the  
20 owner of the note and had the right to foreclose is res judicata. The  
21 Court has also taken judicial notice of the transaction by which Chase  
22 acquired the loan. ECF No. 9-3. No additional evidence of ownership is  
23 necessary, and the WDTA does not require that proof of ownership be  
24 recorded.

25 Eighth, Plaintiff alleges in her complaint that she did not  
26 receive a notice of default prior to the notice of the October 21,



1 2016 trustee's sale. In her complaint for her 2013 lawsuit, of which  
2 this Court has taken judicial notice, Ms. Wright submitted a copy of a  
3 notice of default regarding her property. ECF No. 9-5 Ex. B at 135-40.  
4 After a notice of default has been issued, the WDTA does not require  
5 reissuance prior to each scheduled trustee's sale. *Leahy v. Quality*  
6 *Loan Serv. Corp. of Wash.*, 359 P.3d 805, 807-808 (Wash. App. 2015).  
7 The notice of default was not otherwise deficient.

8 Ninth, it is not clear to the Court that the property at issue  
9 is owner-occupied residential real property, as that term is defined  
10 under the WDTA, because there is no indication in the complaint that  
11 Mr. Malveto lives on the property. RCW 61.24.005.10. Regardless, there  
12 are no allegations that Defendants failed to comply with RCW 61.24.031  
13 or RCW 61.24.163.

14 Thus, all of the prerequisites under the WDTA for a lawful  
15 trustee's sale have been satisfied.

16 Finally, Ms. Wright alleges that Defendants violated the WDTA  
17 because she did not receive a copy of a notice of discontinuance of  
18 trustee's sale at her residence. Nothing in the WDTA requires a  
19 trustee to send a copy of a notice of discontinuance to the borrower  
20 or property owner. The provision addressing notices of discontinuance  
21 – which does not seem to apply here, as there is no indication that  
22 Mr. Malveto has taken the steps necessary to cure his default and  
23 reinstate the deed of trust – requires only that a notice of  
24 discontinuance be recorded. RCW 61.24.090. Ms. Wright notes in her  
25 complaint that the notice of discontinuance was recorded. ECF No. 1-1  
26 at 10. For that reason, no violation of the WDTA occurred.

1 Ms. Wright has failed to state a claim upon which relief can be  
2 granted under the WDTA as to Chase, Shellpoint, or MTGLQ.

3 **5. Washington Consumer Protection Act**

4 In this Court's Order Denying Plaintiff's Motion to Remand, ECF  
5 No. 30, the Court also recognized that, although Ms. Wright does not  
6 expressly plead any cause of action under the WCPA, her allegations  
7 could be interpreted as an attempt to state a claim under that Act. As  
8 above, because Ms. Wright is a pro se plaintiff, the Court construes  
9 her complaint liberally and, therefore, construes her allegations as  
10 claims under the WCPA. *See Erickson v. Pardus*, 551 U.S. 89, 94 (2007);  
11 *Eldridge v. Block*, 832 F.2d 1132, 1137 (9th Cir. 1987) (per curiam).

12 First, as to Chase, any WCPA claim based on Chase's acts prior  
13 to the 2013 lawsuit is barred as res judicata because the court in  
14 that case necessarily found that Chase did not violate the Act.

15 Second, to the extent Ms. Wright has alleged a claim under the  
16 WCPA regarding the execution of the mortgage agreement, she does not  
17 have standing to bring such a claim; any claim does not apply to  
18 Defendants Chase, Shellpoint, or MTGLQ; and any claim is time-barred.

19 As explained above, Ms. Wright cannot bring claims on behalf of  
20 her son, who is the party named in the mortgage agreement. Ms. Wright  
21 appears to argue that the mortgage agreement was executed using unfair  
22 and deceptive practices and is therefore invalid. ECF No. 1-1 at 8.  
23 She does not have standing to bring those claims. As with TILA  
24 rescission, the Court could take judicial notice of a prior court  
25 order invalidating the mortgage, as such evidence would be relevant to  
26 the foreclosure proceedings, but Ms. Wright presents no such evidence.

1 Further, none of the Defendants involved in this Motion to  
2 Dismiss participated in the execution of the mortgage agreement at  
3 issue in this case. The mortgage was executed between Mr. Malveto and  
4 Washington Mutual. Any claims as to unfair or deceptive practices in  
5 execution of the agreement should therefore be brought against  
6 Washington Mutual.

7 The Court recognizes that Washington Mutual no longer exists and  
8 that its financial portfolio was taken over by the FDIC as receiver  
9 and then purchased by Chase. ECF No. 9-3. Chase did not, however, take  
10 over responsibility for Washington Mutual's liabilities related to  
11 claims brought by borrowers. ECF No. 9-3 at 9; *see also Jenkins v. JP*  
12 *Morgan Chase Bank*, 549 F. App'x 673, 673-74 (9th Cir. 2013) ("The  
13 district court properly dismissed [Plaintiff's] action because, under  
14 the Purchase and assumption Agreement between JP Morgan Chase Bank  
15 ('Chase') and the Federal Deposit Insurance Corporation ('FDIC'),  
16 Chase did not assume any liability associated with borrower claims  
17 against Washington Mutual."). Because Chase did not obtain these  
18 liabilities, it also did not transfer them to Shellpoint or MTGLQ.

19 Moreover, the statutory time period for a WCPA claim related to  
20 the execution of the mortgage agreement concluded long before the  
21 filing of this action. *See* RCW 19.86.120 ("Any action to enforce a  
22 claim for damages under RCW 19.86.090 shall be forever barred unless  
23 commenced within four years after the cause of action accrues[.]").

24 To the extent Ms. Wright challenges the foreclosure process  
25 under the WCPA, rather than the execution of the mortgage agreement,  
26 she has standing to do so, but fails to state a claim upon which

1 relief can be granted as to the Defendants named in this motion to  
2 dismiss. As discussed above, Shellpoint is not involved in the  
3 foreclosure proceedings, as Shellpoint is only a servicer on the loan.  
4 Ms. Wright cannot challenge foreclosure proceedings prior to her 2013  
5 lawsuit, as they are barred as res judicata. She also cannot bring a  
6 claim against Chase based on behavior after it assigned its interest  
7 in the note to MTGLQ, as Chase was not involved in subsequent  
8 foreclosure proceedings.

9 To the extent Ms. Wright alleges WCPA violations regarding the  
10 foreclosure as to MTGLQ or as to Chase for behavior after the 2013  
11 lawsuit and prior to assignment, she fails to state a claim under the  
12 WCPA. To state a claim under the WCPA, a plaintiff must allege facts  
13 that support five elements: "(1) unfair or deceptive act or practice;  
14 (2) occurring in trade or commerce; (3) public interest impact; (4)  
15 injury to plaintiff in his or her business or property; (5)  
16 causation." *Klem v. Washington Mut. Bank*, 295 P.3d 1179, 1185 (Wash.  
17 2013) (en banc) (citing *Hangman Ridge Training Stables, Inc. v. Safeco*  
18 *Title Ins. Co.*, 719 P.2d 531, 533 (1986)).

19 The term "unfair or deceptive" is not expressly defined, and the  
20 Washington Supreme Court has held that courts have discretion to  
21 determine whether an action is unfair. *Id.* at 1187 ("Given that there  
22 is 'no limit to human inventiveness,' courts, as well as legislatures,  
23 must be able to determine whether an act or practice is unfair or  
24 deceptive to fulfill the protective purposes of the CPA."). Thus, "a  
25 claim under the Washington CPA may be predicated upon a per se  
26 violation of statute, an act or practice that has the capacity to

1 deceive substantial portions of the public, or an unfair or deceptive  
2 act or practice not regulated by statute but in violation of public  
3 interest." *Id.*

4 Violations of the WDTA may be actionable under the WCPA if the  
5 violations constitute unfair or deceptive acts or practices and  
6 otherwise satisfy the elements of the WCPA. *Frias v. Asset Foreclosure*  
7 *Servs., Inc.*, 334 P.3d 529, 537 (Wash. 2014). As explained above,  
8 however, Ms. Wright has not pleaded a plausible violation of the WDTA.  
9 Accordingly, she does not plead a violation of the WDTA that could  
10 serve as an unfair or deceptive trade practice under the WCPA.

11 In addition, the Court finds that Ms. Wright alleges no other  
12 plausible claim of unfair or deceptive acts related to the foreclosure  
13 process. In all respects, it appears that the Defendants named in this  
14 motion to dismiss have complied with appropriate procedures regarding  
15 the foreclosure. Ms. Wright's mistaken beliefs that the mortgage  
16 agreement was rescinded and that no debt was or is currently owed to  
17 Defendants does not make their attempts to foreclose on the property  
18 unfair when they are otherwise authorized to do so under the law.  
19 Accordingly, Ms. Wright fails to state a claim under the WCPA.

#### 20 **6. Other Claims**

21 Finally, Ms. Wright includes claims in her complaint, and adds  
22 claims in her response to the Motion to Dismiss, that are not relevant  
23 and that are not recognized as legal claims. The Court has addressed  
24 the futility of some of these claims in its order denying motion to  
25 amend, ECF No. 56, and hereby incorporates that discussion.

1 Throughout the pleadings, Ms. Wright refers to the note as a  
2 "hearsay note." This term has no legal meaning. The note is before the  
3 Court through judicial notice and is not hearsay. Ms. Wright argues  
4 that the note and deed of trust are "legally inapplicable to Anthony  
5 and her as a Man and Woman of moral character who made no knowing and  
6 willful consent to a commercial nexus for obtaining and maintaining  
7 our homestead, our daily bread, and other necessities and amenities of  
8 life common to all men." ECF No. 1-1 at 8. Ms. Wright also argues that  
9 "Anthony entered into the transactions at issue exclusively for his  
10 'personal, family, and household purposes.'" ECF No. 28 at 14. These  
11 arguments do not affect the validity of the mortgage transaction, as  
12 entering into a contract for personal reasons does not change the  
13 character of the agreement. Ms. Wright also makes arguments about  
14 "certain statutory and common law rights belonging exclusively to  
15 private natural human beings." ECF No. 28 at 15. Ms. Wright seems to  
16 use "private natural human being" as a term of art, but that is not a  
17 term recognized by the courts as having special legal meaning.

18 As discussed in its order denying Ms. Wright's motion to amend,  
19 ECF No. 56, Ms. Wright's arguments related to alleged criminal acts by  
20 Defendants, labor disputes, and alleged violations of securities law  
21 are not meritorious and do not support relief in this case.

## 22 **V. Conclusion**

23 For the reasons given above, the Court finds that Ms. Wright has  
24 failed to state a claim upon which relief can be granted as to  
25  
26

1 Defendants Federal National Mortgage Association, Chase, Shellpoint,  
2 and MTGLQ. The Motions to Dismiss are therefore granted.

3 Accordingly, **IT IS HEREBY ORDERED:**

4 1. Motion to Join by Defendants MTGLQ and Shellpoint, **ECF**  
5 **No. 10, is GRANTED.**

6 2. Plaintiff Beryl Ann Wright's Motion to Expedite, **ECF No.**  
7 **75, is GRANTED.**

8 3. Plaintiff Beryl Ann Wright's Motion for Leave to File a  
9 Supplemental Amended Complaint, construed as a Motion for  
10 Reconsideration, **ECF No. 68, is DENIED.**

11 4. Defendant Chase's Motion to Dismiss, **ECF No. 9, is GRANTED.**

12 5. Defendant Federal National Mortgage Association's Motion to  
13 Dismiss, **ECF No. 16, is GRANTED.**

14 6. All claims against Chase, MTGLQ, Shellpoint, and Federal  
15 National Mortgage Association are **DISMISSED WITH PREJUDICE.**

16 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this  
17 Order and provide copies to Plaintiff and all counsel.

18 **DATED** this 18<sup>th</sup> day of April 2017.

19  
20 s/Edward F. Shea  
EDWARD F. SHEA  
21 Senior United States District Judge  
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